

Attorney Docket No. LAMB-001/00US



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of Kurt R. DAHLBERG *et al.*

Confirmation No.: 8029

Serial No.: 10/000,094

Group Art Unit: 3643

Filed: December 4, 2001

Examiner: Son T. Nguyen

For: POLYSACCHARIDE MUSHROOM COMPOST SUPPLEMENTS

U.S. Patent and Trademark Office
Customer Service Window
Randolph Building
401 Dulany Street
Alexandria, VA 22314

**REVOCATION AND NEW POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby revokes all previously granted powers and grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

☒ An assignment document, a copy of which is enclosed herewith;

Please direct all telephone calls and correspondence to:

Erich E. Veitenheimer
COOLEY GODWARD LLP
The Bowen Building
875 15th Street, NW, Suite 800
Washington, DC 20005-2221
Tel: (202) 842-7800
Fax: (202) 842-7899

CUSTOMER NUMBER: **58249**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Date: 1/5/06 Signature: C.E. Smith
Name: Christine E. Smith
Title: VP/Technical Director
Company: L.F. Lambert Spawn Co., Inc.

ASSIGNMENT

WHEREAS, Money's Feeds U.S. Inc., a Delaware Corporation ("Money's"), and L.F. Lambert Spawn Co., Inc., a Pennsylvania Corporation ("Lambert Spawn") are simultaneously entering into the Asset Purchase Agreement for the sale of certain assets of the Money's;

WHEREAS, Money's is the owner of the entire right, title and interest in and to the United States and foreign patents and patent applications listed on "Schedule A" attached hereto and made a part hereof in the section thereof entitled "Patents/Patent Applications" (the "Patents"); and

WHEREAS, Money's is the owner of the entire right, title and interest in and to certain foreign trademarks, United States registered trademarks and certain common law trademarks listed on Schedule B attached hereto and made a part hereof in the section thereof entitled "Trademarks", together with the goodwill of the business associated therewith (the "Trademarks"); and

WHEREAS, Lambert Spawn is acquiring the entire right, title and interest in and to the Patents and Trademarks; and

WHEREAS, it is desired that the assignment of the Patents and Trademarks be made a matter of record in the United States Patent and Trademark Office and in any other foreign patent and trademark offices in which the Patents and Trademarks are issued and/or registered;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Money's has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Lambert Spawn, and its successors and assigns, the entire right, title and interest in and to the Patents (including the inventions disclosed therein, and any division, continuation, continuation-in-part, reissue, reexamination, substitution or extension thereof, together with all rights of action and recovery for past infringement thereof); and the Trademarks (including the goodwill of the

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business associated therewith, together with all rights of action and recovery for past infringement of the Trademarks); which are owned by Money's, the same to be held and enjoyed by Lambert Spawn, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Money's had this assignment not been made.

FURTHER, Money's hereby covenants, agrees and undertakes to execute, whenever requested by Lambert Spawn, all applications, assignments, lawful oaths, and any other papers which Lambert Spawn may deem reasonably necessary or desirable for securing to Lambert Spawn or for maintaining for Lambert Spawn all the Patents, and Trademarks hereby assigned, all without further compensation to Money's.

SEVERABILITY. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is

determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, and intending to be legally bound, this assignment has been executed on this 1st day of APRIL, 2005 by a duly authorized officer of Money's.

Money's Foods U.S. Inc.

By: Brandon Rosen BRANDON ROSEN
Its: DIRECTOR

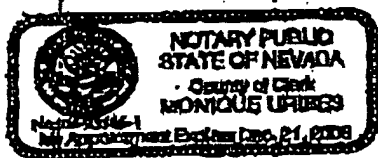
STATE OF Nevada
COUNTY OF Clark

ss.

On this, the 1st day of April, 2005, before me, a Notary Public in and for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Brandon Rosen, who acknowledged himself to be the Director of Money's Foods U.S. Inc., a corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Brandon Rosen.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Monique Uribe
Notary Public



SCHEDULE "A"

PATENTS

<u>Patent #</u>	<u>Country</u>	<u>Title or Description</u>
4,617,047	U.S.A.	Mushroom Supplement
1,260,860	Canada	Mushroom Supplement
4,874,419	U.S.A.	Substrate for Growing Shitake Mushrooms
4,996,390	U.S.A.	Novel Intraspecific Mushroom Strains
5,503,647	U.S.A.	Mushroom Casing Spawn
6,029,394	U.S.A.	Mushroom Spawn-Supplement (SpeedSpawn)
6,041,544	U.S.A.	Specialty Mushroom Spawn (SpeedSpawn)
6,073,388	U.S.A.	Mushroom Casing Spawn (SpeedSpawn)
5,762,928	U.S.A.	Biocontrol Agent for Green Mold Disease of Mushrooms

PATENT APPLICATIONS

<u>Appl #</u>	<u>Country</u>	<u>Title or Description</u>
2,320,733	Canada	Mushroom Spawn-Supplement (SpeedSpawn)
001103818.3	Hong Kong	Mushroom Spawn-Supplement
8096	Mexico	Mushroom Spawn-Supplement
001103811.0	Hong Kong	Mushroom Spawn-Supplement
2000-531997	Japan	Mushroom Spawn-Supplement
8097	Mexico	Mushroom Spawn-Supplement
2,320,755	Canada	Mushroom Spawn-Supplement
2,340,764	Canada	Mushroom Spawn (SpeedSpawn)
10/000,094	U.S.A.	Mushroom Casing Spawn (SpeedSpawn)
2,469,107	Canada	Polyasaccharide Mushroom Compost Supplements
		Polyasaccharide Mushroom Compost Supplements

SCHEDULE "B"

TRADEMARKS

<u>Serial #</u>	<u>Registration #</u>	<u>Country</u>	<u>Mark</u>
74372361	1808705	U.S.A.	Full House
756183	75183	Australia	Full House plus design
75575935	2471987	U.S.A.	SpeedSpawn
377130	614941	Mexico	SpeedSpawn

EDILE A and B - ASSIGN TO LAMBERT SPAWN (C)

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